

REVISED

U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
WILLIAM D. HARRIS & ASSOCS.	GOVT. OF BOLIVIA

Check Appropriate Boxes:

- 1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

SEE CONTRACT

031077

98 DEC 10 PM 12:07
CRM/ISS/REGISTRATION UNIT

REVISED

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

GENERAL LOBBYING & REPRESENTATIONAL SERVICES.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

IT IS POSSIBLE THAT WRITTEN MATERIALS
WILL BE PROVIDED TO MEMBERS OF CONGRESS.

Date of Exhibit B	Name and Title	Signature
12/1/98	William D. Harris Pres. & CEO	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

1 **Contract Agreement**

2 **Between the Government of the Republic of Bolivia**
3 **and William D. Harris & Associates**

4 - October 2, 1998 -
5

6 **I. Agreement:**

7 This contract constitutes the agreement between the Government of Bolivia
8 (hereinafter "Government") and William D. Harris & Associates, a Virginia
9 corporation with principal offices located at 1156 15th St. NW, Suite 550,
10 Washington DC. This agreement is for services described below and is
11 subject to the terms and limitations included in following sections.
12

13 **II. Services:**

14 William D. Harris & Associates agrees to provide to the Government of
15 Bolivia the following General Representational Services relative to the
16 Government's interests in the United States of America and other countries:
17

18 (A) Assist the Government in identifying trade, economic
19 investment, political and other governmental interests which may be affected
20 by actions and decisions taken within the United States Government and
21 private sector.
22

23 (B) Assist the Government of Bolivia in developing and executing
24 strategies which present and protect the interests and matters described in
25 above.

031078

98 OCT 10 PM 12:07
CRM/ISS/REGISTRATION UNIT

Handwritten signature/initials

Handwritten initials

26 (C) Assist the Government and its agencies in developing
27 communications and policy strategies and activities which promote greater
28 understanding of Bolivia in the United States.

29

30 (D) Assist and advise the Government on matters of Economic
31 Development Assistance and Investment.

32

33 (E) Provide General Representational Services to the Government as
34 described in the July 1997 document entitled "*Proposal for Lobbying and*
35 *Representation Services.*"

36

37 (F) Provide other additional consulting services as reasonably
38 requested by the Government of Bolivia.

39

40 **III. Term and Termination:**

41 This Agreement shall be deemed to have taken effect on October 2, 1998
42 [according to Bi-Ministerial Resolution Number 080 dated October 2, 1998
43 and signed by Dr. Javier Murillo de la Rocha (Minister of Foreign Affairs),
44 Herbert Mueller Costas (Minister of Finance), Fernando Messmer (Vice
45 Minister of Foreign Affairs) and Marcelo Montero Nunez (Vice Minister of
46 the Treasury and Public Credit)] and will be renewable on its effective
47 anniversary date each year with the mutual agreement of both parties. The
48 Government may terminate the contract at any time during this period for
49 failure on the part of Harris & Associates to perform its duties as described in
50 this agreement, provided that the Government is current in its obligations at

51 the time of termination. Such termination shall require ninety days notice to
52 Harris & Associates.

53

54 **IV. Records:**

55 Harris & Associates agrees to keep detailed and accurate books and records
56 which must be available to the Government at any time in the course of this
57 agreement. All communications, records, correspondence and other materials
58 produced in the course of this agreement shall be the property of the
59 Government of Bolivia and shall be surrendered to the Government if
60 requested.

61

62

63 **V. Confidentiality:**

64 Harris & Associates, its employees, contractors and representatives will hold
65 strictly confidential all information and materials provided by the
66 Government, or created or acquired by Harris & Associates in the course of
67 this agreement unless the release of these materials is intended to advance the
68 purposes of this agreement. If Harris & Associates is requested to disclose
69 such materials by a third party it shall only do so after advance approval by
70 the Government of Bolivia. Exceptions to this practice will necessarily be
71 made in order to ensure compliance with the United States Foreign Agents
72 Registration Act.

73

74 **VI. Exclusivity:**

75 William D. Harris & Associates during the course of this agreement will not,
76 without the prior agreement of the Government, render similar services to any

W.D.H.

77 company, entity, or Government on any matter where such company, entity,
78 or Government has interests which are directly contrary to those of the
79 Government of Bolivia.

80

81 **VII. Rules & Regulations:**

82 It shall be the responsibility of the Government of Bolivia to ensure that all
83 laws and regulations of Bolivia are adhered to in its conduct of this
84 agreement. It shall likewise be the responsibility of William D. Harris &
85 Associates to ensure that all laws and regulations of the United States are
86 adhered to in its conduct of this agreement.

87

88 **VIII. Limitations:**

89 Both parties agree that there are no further implied agreements other than
90 those specifically stated in this agreement. Both parties also agree that no
91 partnership nor shared liability has been created by this agreement and both
92 parties shall indemnify the other party from any liability apart from the terms
93 of this agreement.

94

95 **IX. Amendment:**

96 Any of the terms of this agreement can be amended by mutual consent
97 provided that such amendments are agreed to in writing in advance of their
98 effective date.

99

100 **X. Payment:**

101 In consideration for the services performed under this agreement, the
102 Government of Bolivia will pay Harris & Associates the annual sum of

K-8.

103 US\$350,000.00 to be paid in advance on a Quarterly basis upon submission
104 of appropriate invoices.

105

106 **XI. Expenses:**

107 The Government will reimburse Harris & Associates for reasonable business
108 costs which shall include travel related to the objectives of this contract and
109 legal and registration costs based on prior approval from the Government of
110 Bolivia through its Ambassador to Washington. Such requests for
111 reimbursement will be submitted to the Government with appropriate receipts
112 and will be paid in accordance with Governmental policies and regulations.
113 In addition, certain components of the overall lobbying program will have
114 additional costs which will be submitted in advance to the contracting
115 authorities for their approval.

116

117 **XII. Signatures:**

118 The signatures below indicate the agreement of both parties to the terms and
119 conditions contained in this document.

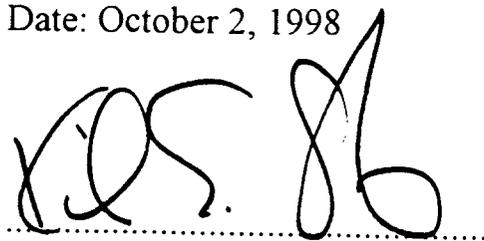
120

121 Date: October 2, 1998

122

123

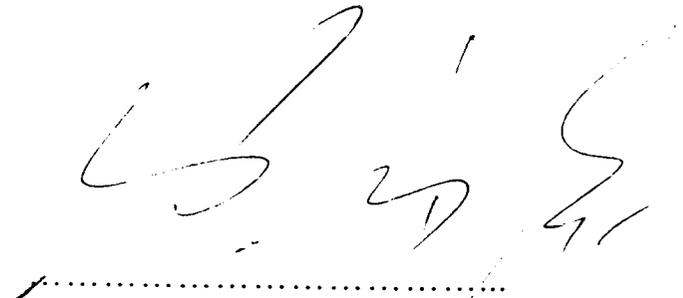
124



125 *Keith E. Schuette*
126 *William D. Harris & Associates*

127

128



H.E. Ambassador Marcelo
Perez Monasterios
Government of the Republic of
Bolivia